

**SAMPLE COUNTY BUDGET DISPLAY
 ACTUAL METHOD**

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Deputy Agricultural Commissioner	\$41.97	\$26.42	\$68.39	489	\$33,442.71
Ag Business Manager	\$43.95	\$29.33	\$73.28	24	\$1,758.72
Supervising Ag/Standards Specialist	\$38.25	\$26.01	\$64.26	257.5	\$16,546.95
Ag/Standards Specialist	\$33.27	\$23.15	\$56.42	337	\$19,013.54
Agricultural Investigator	\$38.25	\$24.59	\$62.84	40	\$2,513.60
Entomologist	\$34.70	\$21.86	\$56.56	35	\$1,979.60
Ag Program Coordinator-Extra Help	\$27.00	\$3.97	\$30.97	752	\$23,289.44
Systems and Procedures Analyst	\$38.94	\$26.33	\$65.27	32	\$2,088.64
Account Technician	\$22.03	\$12.35	\$34.38	24	\$825.12
Account Clerk	\$21.86	\$16.79	\$38.65	4	\$154.60
Office Assistant	\$21.47	\$16.27	\$37.74	4	\$150.96
Seasonal Agricultural Aide	\$10.44	\$6.60	\$17.04	108.5	\$1,848.84
*Total Est. Hours to be Worked:					2107
Personnel Cost:					\$103,612.72

Overhead (not to exceed 25%): 25.00%

Total Personnel Cost w/ Overhead:	\$129,515.90
Outreach and Research Coordinator	\$10,000.00
Facilities, Supply, Communication, Outreach, Printing, Mailing, etc. Costs:	\$2,895.90
Facilities Rent :	\$16,699.20
Mileage Cost:	\$9,000.00
Total Est. Miles: 18,000.00 Amount Per Mile: 0.50	
TOTAL CONTRACT AMOUNT:	\$168,111.00

*Total hours to be worked must equal the total hours on the workplan.



CALIFORNIA DEPARTMENT OF
 FOOD & AGRICULTURE
 A. G. Katwarwalla, Secretary

SAMPLE COUNTY BUDGET DISPLAY ACTUAL COSTS METHOD

County: SAMPLE

Date: SAMPLE

	# of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Hours
Quarantine Enforcement				
Nurseries (production and retail)				
Inspection/Sampling/Hold Notices	31	5	1.7	263.5
Treatment/Reinspection	5	5	4	100
Compliance Agreements	31	1	1	31
Total Hours for Nurseries				394.5
Green Waste (haulers and transfer stations)				
Compliance Agreements				0
Total Hours for Green Waste				0
Community Gardens				
Inspection/Sampling/Hold Notices				0
Compliance Agreements				0
Outreach/Education				0
Total Hours for Community Gardens				0
Harvested Commodities (bulk grapes for crush, table grapes, fruit other than grapes, raisins) <i>(include all activities associated with growers, haulers, harvesters, and receivers)</i>				
Inspection/Sampling/Hold Notices	175	1	2.7	472.5
Treatment/Reinspection	5	10	4	200
Abatements	10	5	3	150
Compliance Agreements	20	1	0.5	10
Total Hours for Harvested Commodities				832.5
Trace Forward/ Trace Back				
All Related TF/TB Regulatory Activities	1	1	4	4
Other				
Conference Calls	NA	NA	NA	244
Meetings (Grower, Packer)	NA	NA	NA	189
Administrative Support	NA	NA	NA	383
Reporting	NA	NA	NA	20
Public Outreach/Education	NA	NA	NA	40
Total Hours Other				876

Total Contract Amount: (see page two for breakdown)		\$168,111.00	Total Hours	2107
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Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Biologist I	\$16.28	\$5.37	\$21.65	674	\$14,592.10
Agricultural Biologist II	\$19.19	\$6.33	\$25.52	80	\$2,041.60
Executive Secretary	\$22.18	\$7.31	\$29.49	24	\$707.76
Total:					\$17,341.46

SAMPLE

*Weighted Average Cost Per Hour: 22.29

Note: Total "Estimated Hours to be Worked" must match the "Total Hours" on the Work Plan and
 "Weighted Average Cost Per Hour" must be entered in the "Cost Per Hour" on the Work Plan

SAMPLE COUNTY BUDGET DISPLAY
WEIGHTED METHOD



Handout #1
"Types of Budgets"
Page 4 of 4

County: SAMPLE

Date: SAMPLE

*Cost Per Hour: \$22.29

Regulated Article	Activity	# of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year	Estimated Annual Cost
Nursery Stock						
	Exhibit B- Annual Inspection	22	1	3	66	\$1,471.14
	30-day Inspection	13	8	2	208	\$4,636.32
	Random Compliance Monitoring	6	1	2	12	\$267.48
	Trace-Forward/Trace-Back	2	1	3	6	\$133.74
	Exhibit J- Non-Regulated Plants in Soil	18	1	1	18	\$401.22
	Non-Host Shipper Inspection	5	1	3	15	\$334.35
	Eradication Activities (i.e., CNP)	2	1	4	8	\$178.32
Green Waste						
	Compost Treatment Monitoring	2	1	2	4	\$89.16
	Origin Facility Compliance Monitoring	2	1	2	4	\$89.16
	Transporter Compliance Monitoring	2	1	2	4	\$89.16
Wood Products						
	Ongoing Compliance Monitoring	5	1	4	20	\$445.80
Wreathes, Garlands, and Greenery						
	Ongoing Compliance Monitoring	2	75	2.5	375	\$8,358.75
Soil						
	Ongoing Compliance Monitoring	1	1	2	2	\$44.58
	Site Inspection	1	1	2	2	\$44.58
Christmas Trees						
	Annual Inspection/ Sampling	5	1	2	10	\$222.90
Other Personnel						
	Administrative Support	N/A	N/A	N/A	24	\$534.96
					Total Hours	778
					Total Personnel Costs:	\$17,341.62
Overhead (Indirect Costs) ----- Not to exceed 25% of Total Personnel Costs						
	Enter Overhead Percentage:	25%				
Miscellaneous						
	Supplies					
Vehicles						
Enter Estimated Miles:		7000	Rate Per Mile:		\$0.550	\$3,850.00

*Cost per hour worksheet must be completed and submitted

Precision As Displayed

Precision as Displayed is a feature in Excel that will allow you to tell Excel to only use the figures displayed when performing calculations. This will prevent round off errors from throwing your workplan out of balance. Once activated, Precision as Displayed will apply to the entire workbook.

To activate Precision as Displayed in Excel, follow these steps:

1. Click on "Tools"
2. Choose "Options"
3. Click the "Calculation" tab
4. Click "Precision as Displayed" and click "Ok".



A dialogue box will appear stating: "Data will permanently lose accuracy." Click "ok", and you are done.

Precision as Displayed can't be set as default, but can be saved on an existing workbook. You must enable it each time you create a new spreadsheet.

**EXHIBIT C
(County Agreement)**

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(County Agreement)**

Handout #4
Exhibit D
Page 1 of 1

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the States' notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantial damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by a state agency directly impacting the Contractors ability to perform.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) _____ - covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

SUBCONTRACTORS

Contractor shall obtain prior approval from CDFA before hiring subcontractors, consultants or both. The total amount of all subcontracts shall not exceed \$50,000 or 25% of the total amount of the contract, whichever is less, unless the Contractor can provide certified documents that award was made through a competitive bidding process requiring at least three bids from responsible bidders.

All subcontractors identified shall be experts in their respective disciplines and capable of performing the tasks for which they were hired. Subcontractors shall have extensive experience in their area of expertise, with particular emphasis on prior experience on similar programs or projects that clearly illustrate their expertise in areas essential to the CDFA.

IF HAZARDOUS - REQUEST ALL INSURANCE LISTED UNDER C.A. 100 BELOW

IF NOT HAZARDOUS - NO INSURANCE REQUIREMENTS OR REQUESTS AT ALL

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. General Provisions Applying to All Policies

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

- c. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
 - d. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
 - f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
 - h. Use of Subcontractors - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.
2. Contract Insurance Requirements
Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:
- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
 - b. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
 - c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.
 - d. Environmental/Pollution Liability - If hazardous materials work is required, then the contractor shall maintain Pollution Liability for limits not less than \$1,000,000 per claim covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. The policy must include:

- The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under this contract. This **endorsement** must be supplied under form acceptable to the Office of Risk and Insurance Management of the California Department of General Services.

Coverage shall be provided for both work performed on site and during transportation of as well as proper disposal of hazardous materials. Proof of pollution during transportation shall be provided on an MCS-90 form or equivalent

SUBCONTRACTING EXAMPLE

General Treatment Procedures

Treatments will begin following the intensive survey and after all help lines are established and community relations measures have been taken. Maintenance of good community relations will be essential. All pesticide applications will be made by certified Pest Control Operators under the direction of the CDA. Pesticides will be used according to registration and label directions. Sound pesticide safety procedures will be followed. *

- Interval: As allowed by label.
- Rate: Follow label directions.
- Post-treatment notice with re-entry statement and pre-harvest interval for treated fruits/vegetables.
- Treatment crews will be properly trained and equipped according to established CDFA protocols for treatment of residential properties.
- Property treatment records will be kept.
- The CDA will ensure that all treatment activities are in compliance with all pesticide laws and regulations.

PIERCE'S DISEASE CONTROL PROGRAM BUDGET

County Proposed PDGP Budget 2010-2011

SURVEY/INSPECTION ACTIVITIES

*PERSONNEL SERVICES

	Hourly Rate	Number of Hours	Total
Permanent Salaries			
Ag & Stds Inspector Trainee	15.796	120.0	\$1,895.52
Agricultural Biologist I	19.261	410.0	\$7,897.01
Agricultural Biologist II	21.650	580.0	\$12,557.00
Agricultural Biologist III	25.154	1,010.0	\$25,405.54
Agricultural Biologist IV	26.707	65.0	\$1,735.96
Ag Staff Biologist	26.207	140.0	\$3,668.98
Deputy Ag Commissioner/Sealer	30.733	95.0	\$2,919.64
Office Assistant III	14.603	148.0	\$2,161.24
		<u>2,568.0</u>	<u>\$58,240.89</u>
Total Permanent			\$58,240.89
Temporary Salaries			
Ag & Stds Inspector Aide (step 2)	11.521	7,500.0	\$86,407.50
Ag & Stds Inspector Aide (step 1)	10.965	5,500.0	\$60,307.50
		<u>13,000</u>	<u>\$146,715.00</u>
Total Temporary			\$146,715.00
Staff Benefits	Rate		
Permanent	38.000%	(\$58,240.89)	\$22,131.54
Temporary	5.701%	(\$146,715.00)	\$8,364.22
			<u>\$30,495.76</u>
Total Benefits			\$30,495.76
Total Personnel Services			\$235,451.65

OPERATING EXPENSES

Indirect Cost	25%	(\$235,451.65)	\$58,862.91
General Expense/Supplies			
General Expense/Supplies (Printer cartridges, toner, fax kit, flashlights, yellow tags, batteries, paper, pens/pencils, staplers, notepads, planners, maps, envelopes, permission slips, compliance agreements)			\$2,900.44
**Vehicle Expense	Rate	Miles	
County	0.500	36,000	\$18,000.00
State	0.285	21,000	\$5,985.00
Communication (Nextel cellphone/radios)			\$8,200.00
Travel-Trips to PD Taskforce meetings (per diem, mileage, lodging, etc.)			\$600.00
Total Operating Expenses			\$94,548.35
Total Survey			330,000.00

**Subject to change due to salary increases, available work force, labor contract changes, program modifications, etc.*

***Subject to change due to federal mileage rate changes.*

REGULATORY/TREATMENT ACTIVITIES

*Personnel Services

	Hourly Salary Rate	No. of Hours	Total
Permanent Salaries		295.0	<u>\$7,420.43</u>
Ag & Stds Inspector III	25.154		
		Total Permanent	<u>\$7,420.43</u>
Temporary Salaries			
Ag & Stds Inspector Aide (Step 2)	11.521	60.0	\$691.26
Ag & Stds Inspector Aide (Step 1)	10.965	12.0	<u>\$131.58</u>
		Total Temporary	<u>\$822.84</u>
Staff Benefits	Benefit % Rate		
Permanent	38.000%	(\$7,420.43)	\$2,819.76
Temporary	5.701%	(\$822.84)	<u>\$46.91</u>
		Total Benefits	<u>\$2,866.67</u>
Total Personnel Services			\$11,109.94

Operating Expenses

General Expense/Supplies (ie. Printing services: weekly reports, daily reports, pesticide label/Q&A handouts, treatment notices) \$3,608.770

**Vehicle Expense						
	County @	0.500	per mile	2,100	miles	\$1,050.00
	State @	0.285	per mile	2,300	miles	\$655.50

Contract Personnel

Area Wide Treatment Field Coordinator \$120,000.00

Pest Control Operator - Treatment for infested areas

			No. of Hours	Total Cost
Labor/Equipment	\$160.00	per hour x	1,980	\$316,800.00
Insecticide (Merit)	\$17.67	per hour x	2,490	\$43,998.30

Indirect Cost (25% of total personnel services)	(\$11,109.94)	\$2,777.49
Total Operating Expenses		\$488,890.06

TOTAL REGULATORY/TREATMENT **500,000.00**

TOTAL FOR ALL ACTIVITIES **\$ 830,000.00**

*Subject to change due to salary increase, available work force, labor contract changes, program modifications, etc.

*Subject to change due to federal mileage rate change.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Food and Agriculture

1220 N Street, Rm 325
 Sacramento, CA 95814

Program Name
 Contract #

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	<u>0.00</u>	Total Salaries	<u>0.00</u>	

Total Personnel Services	<u>0.00</u>
Indirect (up to 25% of Personnel Services)	<u>0.00</u>
Total Personnel Costs:	<u>0.00</u>

Operating Expenses

Supplies	<u>0.00</u>
Total Operating Expenses:	<u>0.00</u>

Vehicle Usage	Miles	Rate	
Vehicle Mileage =	0.00	0.000	<u>0.00</u>
0.50 cents - County owned or personal vehicles			<u>0.00</u>
0.285 cents - State/Federal owned vehicles, rented or leased vehicles under the contract			
Total Mileage Cost:			<u>0.00</u>

Total Operating Expenses	<u>0.00</u>
Grand Total:	<u>0.00</u>

Contract Amount	<u>0.00</u>
Billed to Date	<u>0.00</u>
Balance	<u>0.00</u>

CDFA's County Contract Contact List

Branch	Program	Name	Phone	E-mail Address
Pest Detection Emergency Projects	Asian Citrus Psyllid European Grapevine Moth Red Imported Fire Ant Mediterranean Fruit Fly Oriental Fruit Fly	Joanne Shimada	(916) 654-1211	jshimada@cdfa.ca.gov
Inspection Services	Organic, Standardization & Citrus Inspections	Kiley Mason	(916) 445-2180	kmason@cdfa.ca.gov
Inspection Services	Egg Quality Control Program	Irene Vera	(916) 445-4243	ivera@cdfa.ca.gov
Integrated Pest Control	Light Brown Apple Moth	Victoria Osborn	(916) 651-2064	vosborn@cdfa.ca.gov
Integrated Pest Control	Weed Management	Chung Lui	(916) 654-0768	clui@cdfa.ca.gov
Pest Exclusion	Dog Team Inspection European Grapevine Moth Gypsy Moth Sudden Oak Death	Carl Baum	(916) 651-2842	cbaum@cdfa.ca.gov
Pest Exclusion	High-Risk Inspections	Donnie Ereveillo	(916) 651-2841	dereveillo@cdfa.ca.gov
Pest Exclusion	Nematode Control Nursery Inspections	Sean Dayyani	(916) 654-0435	sdayyani@cdfa.ca.gov
Pest Exclusion	Nematode Control Nursery Inspections	Phuong Lao	(916) 654-0436	plao@cdfa.ca.gov
Pest Exclusion	Nursery Stock	Mike Colvin	(916) 654-0436	mcolvin@cdfa.ca.gov

Pest Exclusion	Nursery Stock	Jenna Celigija	(916) 654-0435	jceligija@cdfa.ca.gov
Fairs & Expositions	Fairs & Expositions	David Hillis	(916) 263-2961	dhillis@cdfa.ca.gov
Marketing Services	Marketing	Jeff Cesca	(916) 445-2789	jcesca@cdfa.ca.gov
Marketing Services	Marketing	Stephanie Holm	(916) 498-5165	sholm@cdfa.ca.gov
Marketing Services	Marketing	Suzanne Lashley	(916) 445-5055	slashley@cdfa.ca.gov
Measurement Standards	Weighmaster Enforcement Petroleum Products	Charles Young	(916) 229-3041	cyoung@cdfa.ca.gov
Pierce's Disease	Pierce's	Susan Ichiho	(916) 322-3414	sichiho@cdfa.ca.gov
Pierce's Disease	Pierce's	Myrna Villegas	(916) 322-3409	mvillegas@cdfa.ca.gov

ACRONYMS LIST

AP	Accounts Payable
CDFA	California Department of Food and Agriculture
CCC-307	Contractors Certification Clauses
CO	Contracts Office
DGS	Department of General Services
FG	Federal Grant
GC 19130	Government Code
GTC – 610	General Terms and Conditions
OLS	Office of Legal Services
ORIM	Office of Risk and Insurance Management
PCC	Public Contract Code
PCM	Program Contract Manager
SCO	State Controller's Office
SOW	Scope of Work
USDA	United States Department of Agriculture